

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of February 4, 2002 between Raurch Associates Limited Liability Company, a Virginia limited liability company ("Licensee") and Clear Channel Broadcasting, Inc., a Nevada corporation ("Programmer").

Recitals

A. Licensee owns and operates radio Station WAZR-FM, licensed to Woodstock, Virginia (the "Station") pursuant to license issued by the Federal Communications Commission ("FCC").

B. Programmer has available and is producing radio programs that it desires to have broadcast on the Station, and therefore desires to purchase airtime from Licensee for the broadcast of such programs.

C. Licensee has agreed to make available to Programmer airtime on the Station and accept for broadcast the programs of Programmer on the terms and conditions set forth in this Agreement.

D. Licensee (as Seller) and Programmer and an affiliate of Programmer (as Buyer) are parties to an Asset Purchase Agreement (the "Purchase Agreement") and a Technical Services Agreement (the "TSA") with respect to the Station.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Agreement Term. The term of this Agreement (the "Term") will begin on the Completion Date under the TSA (the "Commencement Date"), and will expire on the third (3rd) anniversary thereof (the "Initial Term"), unless extended or earlier terminated pursuant to Section 9 or Section 14 hereof. The Term may be extended by Programmer pursuant to the terms of the Purchase Agreement for one additional three (3) year term upon written notice to Licensee given at least 30 days prior to the expiration of the Initial Term.

2. Programmer's Purchase of Airtime and Provision of Programming. During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the "Program" or "Programs") for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week, excluding the period from 6:00 a.m. to 8:00 am each Sunday morning (the "Broadcasting Period"). Programmer will transmit, at its own cost, its Programs to the Station's transmitting facilities via a mode of transmission (e.g., satellite facilities, microwave facilities and/or telephone lines) that will ensure that the Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term.

3. Broadcasting Obligations. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs delivered by Programmer during the Broadcasting Period specified in Section 2 above, subject to the provisions of Section 6 below. Notwithstanding anything herein to the contrary, (i) Programmer may (but shall not be obligated to) stream programming furnished hereunder on any of the Station's internet websites, and Programmer shall be entitled to all revenue therefrom, and (ii) Licensee shall not include any programming furnished by Programmer hereunder in any internet streaming unless requested to do so by Programmer.

4. Advertising Sales; Accounts Receivable. Programmer will be exclusively responsible for the sale of such advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenues of the Station (including without limitation all revenues from the Station's websites, if any) during the Term. All contracts for advertising on the Station which may be entered into by Programmer shall terminate upon the termination of this Agreement (other than a termination pursuant to Section 9).

5. Term Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on Schedule A attached hereto.

6. Operation, Ownership and Control of the Station. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of the Station, it will have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Licensee will bear the responsibility for the Station's compliance with all applicable provisions of the rules and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (1) employ a Station Manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer, (2) employ a clerical level assistant who shall assist the Station Manager, and who shall have no employment, consulting, or other relationship with Programmer, and

(3) retain control over the policies, programming and operations of the Station. Nothing contained herein shall prevent Licensee from (a) rejecting or refusing programs which Licensee believes to be contrary to the public interest, or (b) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. If in any month Licensee preempts any Programs, Licensee shall refund to Programmer such portion of the monthly payment made to Licensee pursuant to Section 5 hereof as the total time preempted bears to the total amount of time in the Broadcasting Period for such month. Licensee reserves the right to refuse to broadcast any Program containing matter which violates any right of any third party or which constitutes a "personal attack" as that term has been defined by the FCC.

Licensee also reserves the right to refuse to broadcast any Program which does not meet the requirements of the rules, regulations, and policies of the FCC or the regulations and restrictions set forth in Section 10. Licensee further reserves the right to preempt any Program in the event of a local, state, or national emergency. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall broadcast substitute programming of equal or greater value to Programmer. Programmer agrees to cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Licensee reserves the right to delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer will immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review and inclusion in its public inspection file.

7. Maintenance of Signal. Licensee shall maintain the operating power of the Station at the maximum level authorized by the FCC for the Station throughout the Term and shall repair and maintain the Station's towers and transmitter sites and equipment in good working order. If requested by Licensee, Programmer will make its engineering employees in the market available to Licensee to perform such maintenance, subject to Licensee's control and supervision.

8. Intentionally Omitted.

9. Purchase Agreement. This Agreement shall terminate upon closing under the Purchase Agreement. This Agreement may be terminated by either party in the event of any expiration or termination of the Purchase Agreement.

10. Music Licenses. During the Term, Licensee will obtain and maintain in full force and effect in its own name all music licenses ("Music Licenses") as are currently operative with respect to the Station and as will be required by the licensor of those Music Licenses. All Music Licenses fees during the Term shall be reimbursed by Programmer.

11. Programs.

11.1 Production of the Programs. Licensee acknowledges that it is familiar with the type of programming Programmer currently produces and has determined that the broadcast of such programming on the Station would serve the public interest. Programmer agrees that the contents of the Programs it transmits to Licensee shall conform to all FCC rules, regulations and policies. Programmer agrees that it will continue to broadcast up to two (2) hours of religious programming on Sunday morning, as currently broadcast on the Station, and that it will consult with Licensee in the selection of the Programs it transmits to Licensee to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of the Programs, and all parts thereof, and the right to authorize their use in any manner and in any media whatsoever, shall be and remain vested in Programmer. Programmer acknowledges that Licensee has certain programming agreements in place, as reflected in the Schedules to the Purchase Agreement (the "Programming Agreements"). Programmer shall assume Licensee's obligation under the Programming Agreement. In the event Programmer determines that it will not utilize the programming under such Programming Agreements on the Station, Programmer agrees to indemnify Licensee from and against all cost and liability associated with the Programming Agreement for the remaining term of the Programming Agreements. Licensee shall not allow the automatic renewal of the Programming Agreements without Programmer's written consent, and if such automatic renewal does take place without Programmer's consent, Programmer shall not be liable for any obligation, cost, expense or liability associated therewith.

11.2 Political Time. Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political time record keeping and lowest unit charge requirements of federal law. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

12. Expenses. During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and related costs for all personnel used in the production of the Programs supplied to Licensee, and (ii) the costs of delivering the Programs to Licensee. ~~Licensee will pay for the maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law. Licensee will also pay for all utilities supplied to the transmitter site. Licensee will provide all personnel necessary for the~~

ADS
8/14/02

~~broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel.~~ K² 1/10/02

13. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs it delivers for broadcast an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is specifically authorized to use such call letters in its Programs and in any promotional material, in any media, used in connection with the Programs.

14. Events of Default; Termination.

14.1 Programmer's Events of Default. The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (a) Programmer fails to make timely payments as provided for in Section 5 of this Agreement; (b) Programmer fails to observe or perform its other obligations contained in this Agreement in any material respect; or (c) Programmer breaches the representations and warranties made by it under this Agreement in any material respect.

14.2 Licensee Events of Default. The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (a) Licensee fails to observe or perform its obligations contained in this Agreement in any material respect; or (b) Licensee breaches the representations and warranties made by it under this Agreement in any material respect.

14.3 Cure Period. Notwithstanding the foregoing, an Event of Default will not be deemed to have occurred until fifteen (15) days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured.

14.4 Termination in the Event of Default. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to Section 14.3, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

14.5 Cooperation Upon Termination. If this Agreement is terminated for any reason other than pursuant to Section 9, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the status quo ante.

15. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of the Programs on the Station. Licensee shall indemnify and hold Programmer harmless against any and all liability for libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the broadcast of its programming on the Station. The obligations under this Section shall survive any termination of this Agreement.

16. Authority. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

17. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Programmer or Licensee in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

18. Assignability; No Third Party Rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, however, that Programmer may assign and delegate its rights and obligations under this Agreement to a party that controls, or is controlled by, or is under common control with, Programmer, and qualified under applicable FCC rules. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

19. Construction. This Agreement will be construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws.

20. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original.

21. Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by facsimile transmission and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and on the same day if transmitted by facsimile, addressed as follows:

If to Licensee: Dr. Arthur Stamler
Ruarch Associates LLC
123 East Court Street
P.O. Box 10
Woodstock, VA 22664
Telecopier No.: 540-459-4210

If to Programmer: Clear Channel Broadcasting, Inc.
200 East Basse Road
San Antonio, TX 78209
Attention: President
Facsimile No.: (210) 822-2299
Attention: General Counsel
Facsimile No.: (210) 832-3428

with a copy to: Clear Channel Broadcasting, Inc. Legal Department
200 East Basse Road
San Antonio, TX 78209
Attention: Kenneth E. Wyker
Facsimile No.: (210) 832-3428

22. Entire Agreement. This Agreement embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

23. Relationship of Parties. Neither the Programmer nor Licensee will be deemed to be the agent, partner, or representative of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

24. Force Majeure and Facilities Upgrades. The failure of either party hereto to comply with its obligations under this Agreement due to (i) the need to perform construction at the transmitter site or to move the transmitter site in response to FCC authorization of an improvement to or modification of the Station's operating parameters, or (ii) acts of God, strikes or threats thereof or a force majeure or due to causes beyond such party's control, will not constitute an Event of Default under Section 14 of this Agreement and neither party will be liable to the other party therefor, except that: (a) any resulting failure of Licensee to broadcast the Programs shall entitle Programmer to a pro rata reduction in the payment required under Section 5 of this Agreement, (b) any resulting failure of Licensee to broadcast the Programs for a continuous period of eighteen (18) hours or more at any time during the Term shall entitle Programmer to terminate this Agreement by providing Licensee written notice. Programmer and Licensee each agrees to exercise its best efforts to remedy the conditions described in parts "(i)" and "(ii)" of this Section as soon as practicable.

25. Subject to Laws; Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

26. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

27. Successors and Assigns. Subject to the provisions of Section 18 above, this Agreement shall be binding and inure to the benefit of Licensee's successors and assigns. This Agreement shall also be binding upon and inure to the benefit of Programmer and its successors and assigns.


[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

PROGRAMMER:

CLEAR CHANNEL BROADCASTING, INC.

By: 
Name: Richard W. Wolf
Title: Vice President

LICENSEE:

RUARCH ASSOCIATES LIMITED
LIABILITY COMPANY

By: _____
Name:
Title:


SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

PROGRAMMER: CLEAR CHANNEL BROADCASTING, INC.

By: _____
Name:
Title:

LICENSEE: RUARCH ASSOCIATES LIMITED
LIABILITY COMPANY

By: 
Name: Anthony D. Stinson Ph.D.
Title: President/CEO

FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT

This First Amendment to Asset Purchase Agreement ("First Amendment") is made as of February 4, 2002, by and between Ruarch Associates Limited Liability Company, a Virginia limited liability company ("Seller"), Clear Channel Broadcasting, Inc., a Nevada corporation ("CCB") and Clear Channel Broadcasting Licenses, Inc., a Nevada corporation ("CCBL") (CCB and CCBL, collectively, "Buyer").

Recitals

A. Purchaser and Seller have entered into that certain Asset Purchase Agreement dated April 25, 2001 ("APA") whereby Seller agreed to sell and Buyer agrees to acquire the tangible and intangible assets and properties used or held for use in the construction and operation of radio station WAZR-FM licensed to Woodstock, Virginia (the "Station").

B. Licensee and Programmer desire to amend certain terms of the APA.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Section 1.4(b)(i) is hereby deleted in its entirety and, upon payment of the First Payment, as defined herein, the Escrow Deposit shall be delivered to Buyer. Buyer and Seller shall jointly notify the Escrow Agent in writing of the Escrow Agent's obligation to deliver the Escrow Deposit to Buyer.

2. Section 1.4(b)(ii) is hereby revised and Sections 1.4(b)(iii) and (iv) are hereby added to read in their entirety as follows:

"(ii) Upon execution of this First Amendment, Buyer shall pay \$100,000 of the Purchase Price (the "First Payment") directly to Seller in immediately available funds pursuant to wire instructions delivered to Buyer;

(iii) Upon the earlier of (i) the Commencement Date under the LMA, or (ii) April 1, 2002, Buyer shall pay \$400,000 of the Purchase Price (the "Second Payment") directly to Seller in immediately available funds pursuant to wire instructions delivered to Buyer;

(iv) Buyer may (at its option) elect to pay \$500,000 of the Purchase Price (the "Third Payment") prior to the expiration of the Initial Term of the LMA, as defined therein; and

(v) Upon Closing, Buyer shall pay the balance of the Purchase Price directly to Seller in immediately available funds pursuant to wire instructions delivered to Buyer."

3. Section 1.6 of the APA is hereby amended to read in its entirety as follows:

"Section 1.6 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place at a date and time designated by Buyer after the date of the FCC Consent (as defined in Section 10.12) pursuant to the FCC's initial order, but, except as provided in Section 10.1(c), in no event later than the date (the "Final Closing Date") that is the earlier of (a) the Outside Date, or (b) ten (10) business days after the date the FCC Consent becomes Final (as defined in Section 10.12), in any case subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles VI and VII (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). Buyer and Seller agree to exchange original closing documents via overnight delivery through their respective legal counsel. Alternatively, the Closing may take place at such other place, time or date as the parties may mutually agree upon in writing. The date on which the Closing is to occur is referred to herein as the "Closing Date." As used herein, the term "Outside Date" shall mean and refer to the date that is three (3) years from the Commencement Date under the LMA, as defined herein; provided, however that if the Third Payment is made, the term "Outside Date" shall mean and refer to the date that is six (6) years from the Commencement Date under the LMA.

4. Section 1.8 of the APA is hereby added to read in its entirety as follows:

"Section 1.8 LMA. Simultaneous with the execution of the First Amendment to this Agreement, Seller and CCB are entering into a Local Programming and Marketing Agreement (the "LMA") with respect to the Station pursuant to which, and subject to the terms and conditions of the LMA, CCB will provide programming for, and be entitled to receive the revenues from the sale of advertising time on, the Stations. If Buyer makes the Third Payment, then the Initial Term of the LMA, as defined therein, shall be extended (automatically and without need for further action) for an additional period of three (3) years thereafter."

5. Section 1.9 of the APA is hereby added to read in its entirety as follows:

"Section 1.9 Non-Refundability of Payments. If Buyer terminates (i) this Agreement pursuant to Subsection 10.1(d), 10.1(e) or 10.1(f) hereof, or (ii) the LMA pursuant to Section 14 thereof, then Seller shall immediately refund each of the First, Second and Third Payments (to the extent such payments have been received by Seller). If the APA or LMA is terminated for any other reason, Seller shall be entitled to retain the full amount of the First, Second and Third Payments (to the extent such payments have been received by Seller).

6. Subsection 10.1(b) of the APA is hereby deleted.

7. The introductory sentence to Article IV of the APA is hereby amended to read as follows:

"Except as contemplated by the LMA (from and after the Commencement Date of the LMA), Seller covenants and agrees that from the date hereof until the completion of the Closing:"

8. Section 7.1(a) is hereby amended to read in its entirety as follows:


"(a) Each of the representations and warranties of Seller contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct except to the extent changes are permitted or contemplated pursuant to this Agreement or the LMA."

9. This First Amendment may be signed in one or more counterparts, each of which will be deemed a duplicate original.

10. In all other respects the APA remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Asset Purchase Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

BUYER: CLEAR CHANNEL BROADCASTING, INC.
CLEAR CHANNEL BROADCASTING LICENSES, INC.

By: 
Name: Richard W. Wolf
Title: Vice President

SELLER: RUARCH ASSOCIATES LIMITED LIABILITY COMPANY

By: _____
Name: _____
Title: _____

7. The introductory sentence to Article IV of the APA is hereby amended to read as follows:

"Except as contemplated by the LMA (from and after the Commencement Date of the LMA), Seller covenants and agrees that from the date hereof until the completion of the Closing:"

8. Section 7.1(a) is hereby amended to read in its entirety as follows:

"(a) Each of the representations and warranties of Seller contained in this Agreement shall have been true and correct as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct except to the extent changes are permitted or contemplated pursuant to this Agreement or the LMA."

9. This First Amendment may be signed in one or more counterparts, each of which will be deemed a duplicate original.

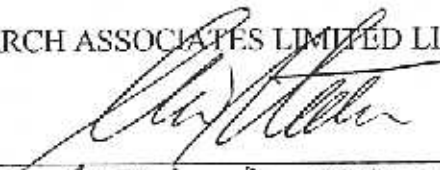
10. In all other respects the APA remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Asset Purchase Agreement to be executed by their respective duly authorized representatives, each as of the date first above written.

BUYER: CLEAR CHANNEL BROADCASTING, INC.
CLEAR CHANNEL BROADCASTING LICENSES, INC.

By: _____
Name: _____
Title: _____

SELLER: RUARCH ASSOCIATES LIMITED LIABILITY COMPANY

By: 
Name: Arthur D. SPANGLER Ph.D.
Title: MANAGING MEMBER